

SUMMARY STATEMENT

Rose v. Martino
Docket No. 50433

This appeal arises from a breach of warranty claim. Manuel and Melissa Rose purchased real property from Fred and Michelle Martino by a warranty deed. Several years later, the Roses' neighbors, Donald and Marylee Meliza, claimed ownership over a portion of property based on a Boundary Line Agreement ("BLA") that was executed and recorded in 1999. The disputed property was not excluded from the property description in the Roses' warranty deed. The Melizas filed a quiet title action against the Roses to obtain ownership of the disputed property. The Roses asked the Martinos to defend them based on the warranty deed, and the Martinos refused. The Roses filed counterclaim against the Martinos for breach of warranty. Both parties moved for summary judgment.

The district court granted summary judgment to the Martinos, finding that the BLA was excluded from the Roses' warranty of title and that the Roses had constructive notice of the BLA. On appeal, the Roses argued that the district court erred when it held that the Roses' constructive knowledge of the BLA defeated their breach of warranty claim and when it determined that the BLA was excluded from the warranty of title. The Martinos cross-appealed the district court's decision denying an award of attorney fees under Idaho Code section 12-120(3) or the terms of the purchase and sale agreement.

The Idaho Supreme Court reversed the grant of summary judgment to the Martinos and remanded the case for further proceedings because the district court erred when it dismissed the Roses' breach of warranty claim. The Idaho Supreme Court affirmed the district court's decision denying attorney fees to the Martinos. The Idaho Supreme Court declined to award attorney fees to either party on appeal. The Roses were awarded costs on appeal.

******This summary constitutes no part of the Court's opinion. It has been prepared by court staff for the convenience of the public.******